

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. CONTRACT ID CODE
01PAGE OF PAGES
1 32. AMENDMENT/MODIFICATION NO.
033. EFFECTIVE DATE
See Block 16C4. REQUISITION/PURCHASE REQ. NO.
4200137251

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE

PS33/MGH

7. ADMINISTERED BY (If other than Item 6) CODE

PS33/MGH

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

Edgar F. Sanchez
TEL: 256-544-0175
FAX: 256-544-3223

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Analytical Services, Inc.
689 Discovery Drive
Huntsville, Alabama 35806
Attn: Mary T. Griffith (256) 890-0083
Email: Griffith@asi-hsv.com

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NNM04AA56D

10B. DATED (SEE ITEM 13)

01/16/04

CODE 0Z229

FACILITY CODE 101234

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

PR No. 4200137251 PLI's 1 & 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
FAR 19.800(c)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Total Fixed Price	Total Sum Allotted
Previous	\$ 2,231,528	\$ 2,231,528
This Action	\$ 1,323,917	\$ 1,323,917
New Total	\$ 3,555,445	\$ 3,555,445

****See Page 2 for description of modification.**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Mary T. Griffith
Chief Procurement Officer

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Warren G. Jones, Jr.
Contracting Officer

15B. CONTRACTOR/OFFEROR

Edgar F. Sanchez
(Signature of person authorized to sign)

15C. DATE SIGNED

30 Dec 05

16B. UNITED STATES OF AMERICA

BY *Warren G. Jones, Jr.*
(Signature of Contracting Officer)

16C. DATE SIGNED

DEC 30 2005

The purposes of this modification are to: (a) definitize the contractor's proposal to extend the period of performance (POP) from January 16, 2006 through February 14, 2007 submitted in response to NASA/MSFC Letter Request for Proposal dated August 4, 2005, (b) change the contract values to reflect the total negotiated cost of \$1,323,917, and c) include NASA FAR Supplement clauses 1852.237-72 and 1852.237-3 into Section I in compliance with recent NASA regulations. The foregoing action is further implemented by the inclusion of the following changes.

- A. Under Section B, Clause B.1, make the following modifications:
 - Include CLIN 005, a POP extension from January 16, 2006 – February 14, 2007 with a FFP value of \$1,323,917. The total contract value including the Base period and Option 1 is \$3,555,445.
- B. Under Section B, Clause B.2 (IDIQ), make the following modification:
 - The previously established unused ID/IQ Not Exceed Estimated Amount of \$134,235 under Option Period 1 is rolled over into the POP extension. The stated above amount is considered adequate to cover the issuance of potential task orders during the period of January 16, 2006 through February 14, 2007.
- C. Under Section B Clause B.2 (Supplies and/or Services to be Furnished), make the following modification:
 - Include the negotiated ID/IQ rates for CLIN 005 to address potential task order efforts under Task 04 as delineated under the current statement of work (SOW).
- D. Under Section B, Clause B.4, Key personnel is revised to show the most current Senior level personnel.
- E. Section B, Clause B. 5 is revised to reflect the current funding of \$1,323,917 and corresponding Schedule of Services/Milestones for the POP extension.
- F. Section I, Clause I. is updated to show the addition of following full text NASA FAR Supplement Clauses: 1852.237-72 (Access to Sensitive Information) and 1852.237-73 (Release of Sensitive Information) in compliance with current NASA regulations. These clauses are incorporated as result of Digital Fusion (contractor) currently providing contract closeout support services for Marshall Space Flight Center (MSFC).
- G. In recognition of the modifications(s) agreed to herein as complete equitable adjustments for the contractor's "proposal(s) for adjustment" listed below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment(s) attributable to such facts or circumstances giving rise the "proposal(s) for adjustment".

Contract
Change Identification
NASA/MSFC Request
For Proposal dated
August 4, 2005

Contractor
Proposal Number
ASI Proposal dated
September 2, 2005

ASI Revised Proposal dated
October 5, 2005

- H. The modifications made in A thru G are reflected in total on the changes page(s) enclosed herein. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to Order: NNM04AA56D. A vertical change bar is included in the right margin in the specific area(s) of change.

<u>Page(s) Deleted</u>	<u>Page(s) Added</u>
B-1	B-1
B-2	B-2
B-3	B-3
	I-9 to I-11

- I. Except as provided herein, there are no other changes to Order NNM04AA56D.

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 FIRM FIXED PRICE (NASA 1852.216-78) (DEC 1988)

The total firm fixed price, CLIN 001, basic contract is	\$1,101,228.
The total firm fixed price, CLIN 003, Option 1 is	\$1,130,300.
The total firm fixed price, CLIN 005 (Jan 16, 2006 through Feb 14) is	\$1,323,917

(End-of-Clause)

B.2 INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ)

The ID/IQ amount, CLIN 002, basic contract is	\$134,235
The ID/IQ amount, CLIN 004, Option 1 is	\$134,235*

*Note: The ID/IQ estimated amount of \$134,235 identified under Option 1 is rolled over into the Period of Performance Extension. As such, the only increase to contract value is the total cost reflected under CLIN 005 in the amount of \$1,323,917.

(End-of-Clause)

B-2. SUPPLIES AND/OR SERVICES TO BE FURNISHED

The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Statement of Work, Attachment 001, of this contract.

PERIOD OF PERFORMANCE: Base Period with one (1) option period. The Marshall Space Flight Center (MSFC) NASA has the unilateral right to exercise Options 1, CLINs 003/004.

CONTRACT LINE

ITEM NUMBER

001/002 – Basic Contract

PERIOD OF PERFORMANCE

January 16, 2004 – January 15, 2005

001 –Statement of Work

FFP: \$1,101,228

002 – ID/IQ - Task 4 of the Statement of Work

ESTIMATED: \$134,235

Under CLIN 002, individual orders shall be issued as needed by MSFC. The estimate is not a representation to the contractor that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable or normal (see FAR 52.216-9, Ordering (Oct 1995) and NASA FAR Supplement 1852.216-80 (Oct 1996), Alt I (Oct 1996)).

LABOR

CATEGORIES

RATE

(b)(4)



Materials, subcontracts, other direct costs, and associated burdens shall be on issued under each order as cost reimbursement with no fee for CLIN 002.

(MOD 3)

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003/004 - Option 1: January 16, 2005 – January 15, 2006

003 - Statement of Work

FFP: \$1,130,300

004 – ID/IQ - Task 4 of the Statement of Work

ESTIMATED: \$134,235

Under CLIN 004, individual orders shall be issued as needed by MSFC. The estimate is not a representation to the contractor that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable or normal (see FAR 52.216-9, Ordering (Oct 1995) and NASA FAR Supplement 1852.216-80 (Oct 1996), Alt I (Oct 1996)).

LABOR

CATEGORIES

RATE

(b)(4)

Materials, subcontracts, other direct costs, and associated burdens shall be on issued under each order as cost reimbursement with no fee for CLIN 004.

005 – Period of Performance Extension: January 16, 2006 – February 14, 2007

005 - Statement of Work

FFP: \$1,323,917

005 IDIQ – Task 4 of the Statement of Work

ESTIMATED: See Option 1*

*Note: The IDIQ amount of \$134,235 previously stated under Option 1 is rolled over into this Period of Performance Extension. As such, the only increase to contract value is the total cost reflected under CLIN 005 in the amount of \$1,323,917.

Under CLIN 005, individual orders shall be issued as needed by MSFC. The estimate is not a representation to the contractor that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable or normal (see FAR 52.216-9, Ordering (Oct 1995) and NASA FAR Supplement 1852.216-80 (Oct 1996), Alt I (Oct 1996)).

LABOR

CATEGORIES

RATE

(b)(4)

(End of Clause)

B-3. PLACE OF PERFORMANCE (MSFC 52.237-91) (Feb 2001)

The Contractor shall perform the work under this contract at Marshall Space Flight Center, OSP Off-site facility, Integration Building 100, and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

B-4. KEY PERSONNEL AND FACILITIES (1852.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; PROVIDED, that the Contracting Officer may ratify in writing the proposed change, and such ratification shall constitute the Contracting Officer's consent required by this clause.

(MOD 3)

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(c) The list of personnel and/or facilities shown below may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

KEY PERSONNEL: POSITION/TITLE:

(b)(4)

(End of Clause)

B.5 Accounting & Appropriation Schedule

PR	42000137251 PLI's I & 2	\$1,323,917
	Total	\$1,323,917

Schedule Of Services / Milestones

Item	Description	Qty	Unit Price	Total
1	Monthly Report, Jan 16 - Feb 15, 2006	1	\$101,839.77	\$101,839.77
2	Monthly Report, Feb 16 - Mar 15, 2006	1	\$101,839.77	\$203,679.54
3	Monthly Report Mar 16 - Apr 15, 2006	1	\$101,839.77	\$301,519.31
4	Monthly Report Apr 16 - May 15, 2006	1	\$101,839.77	\$407,359.08
5	Monthly Report May 16 - Jun 15, 2006	1	\$101,839.77	\$509,198.85
6	Monthly Report Jun 16 - Jul 15, 2006	1	\$101,839.77	\$611,038.62
7	Monthly Report Jul 16 - Aug 15, 2006	1	\$101,839.77	\$712,878.39
8	Monthly Report Aug 16 - Sep 15, 2006	1	\$101,839.77	\$814,718.16
9	Monthly Report Sep 16 - Oct 15, 2006	1	\$101,839.77	\$916,557.93
10	Monthly Report Oct 16 - Nov 15, 2006	1	\$101,839.77	\$1,018,397.70
11	Monthly Report Nov 16 - Dec 15, 2006	1	\$101,839.77	\$1,120,237.47
12	Monthly Report Dec 16 - Jan 15, 2007	1	\$101,839.77	\$1,222,077.24
13	Monthly Report Jan 16 - February 14, 2007	1	\$101,839.76	\$1,323,917.00
	Total FFP, Period of Performance Extension			\$1,323,917.00

[END OF SECTION]

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f) suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

(End of clause)

(MOD 3)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(Mod 3)

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g) , suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)
[END OF SECTION}
(Mod 3)